

**WAIVER AND RELEASE**  
**(Sponsorship for Police Training Academy)**

Agreement between \_\_\_\_\_, of \_\_\_\_\_  
(the "Candidate") the City/Town of \_\_\_\_\_, Massachusetts the  
"City/Town") and the Commonwealth of Massachusetts Municipal Police Training  
Committee.

WHEREAS, the Candidate is interested in pursuing a full-time career in law enforcement and desires to attend a recruit training program (the "Police Academy") offered by the Commonwealth of Massachusetts Municipal Police Training Committee (the "Committee") in order to enhance his/her education and skills in law enforcement and to improve his/her employment prospects; and

WHEREAS, the Candidate will not be able to attend the Police Academy unless he/she is sponsored by the City/Town;

WHEREAS, the City/Town is willing to sponsor the Candidate for the Police Academy on the condition that neither the City/Town nor the Committee will be liable for or subject to any costs, expenses, liabilities, claims, demands, or actions whatsoever arising out of or in connection with Candidate's enrollment in the Police Academy.

WHEREAS, the Committee is willing to enroll the Candidate in a Police Academy as a service to the Candidate and the sponsoring Town;

NOW, THEREFORE, in consideration of these promises and agreements and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the City/Town, the Committee and the Candidate agree as follows:

1. The City/Town will, at the request of the Candidate and subject to this Agreement, sponsor the Candidate for enrollment in the next available Committee-approved Policy Academy.

2. The Candidate acknowledges and agrees that his/her enrollment at the Policy Academy, including all activities arising out of or connected therewith (herein collectively referred as "Training") is (i) solely at his/her request; (ii) voluntary in all respects; (iii) not assigned, ordered, or required by the City/Town

or the Committee; (iv) not required by or within the scope of his/her duties or employment as a part-time police officer; and (v) undertaken during his/her own time and not considered to be work or hours of work for purposes of federal or state wage laws and regulations.

3. In the event the Candidate becomes injured or sick during or as a result of the Training, he/she waives and agrees not to file or pursue against the City/Town or the Committee any claims or demands for (i) compensation or salary/wage continuation benefits, whether based on the common law or statutes, including but not limited to G.L. c. 41, § 111 F (injured on Duty), G.L. c. 152 (Workers' Compensation Law), and G.L. c. 32, § 85H (Injured on Duty for part-time or similar officers), (ii) any and all medically-related costs and expenses, and (iii) any and all death benefits.

4. The Candidate acknowledges and agrees that he/she is not entitled to receive any wages or other compensation whatsoever from the City/Town or the Committee for the time spent during Training, and the Candidate waives and agrees not to file or pursue against the City/Town or the Committee any claims or demands for such wages or compensation or for reimbursement of expenses.

5. The Candidate warrants, represents and certifies that (i) he/she has and will maintain in full force and effect medical insurance coverage, in an amount satisfactory to the City/Town and the Committee, to cover medically-related costs and expenses incurred by the Candidate as a result of the Training; and (ii) he/she has and will maintain in full force and effect long-term disability insurance coverage to protect the Candidate in the event he/she is disabled as a result of the Training. The Candidate shall provide certificates of such insurance to the City/Town and to the Committee prior to the commencement of training.

6. The Candidate acknowledges that the Training is physically demanding and he/she assumes all risks of harm and damage associated therewith.

7. The Candidate agrees to hold harmless and indemnify the City/Town and the Committee from all loss, cost, and expense (including but not limited to, attorneys fees), claims, demands, damages, actions and liability

whatsoever arising out of or in connection with the Training or his/her breach of or noncompliance with this Agreement.

8. The terms City/Town and Committee as used herein shall include their respective officials, officers, servants, and employees.

9. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

10. The Candidate intends that this Agreement shall also be binding upon his/her heirs, successors and assigns.

BY SIGNING BELOW, I CERTIFY THAT I HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS OF THIS AGREEMENT.

EXECUTED as a sealed instrument this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CITY/TOWN OF \_\_\_\_\_

By:

\_\_\_\_\_

Chief of Police

\_\_\_\_\_

Candidate

\_\_\_\_\_

Municipal Police Training Committee

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_ SS.

Date: \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was my personal knowledge of said individual, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public My Commission Expires:  
My Commission Expires: \_\_\_\_\_